

# GARMIN

## SUPPLIER CODE OF CONDUCT

This document includes Garmin Supplier Code of Conduct, translated into English and Chinese.

Please go to the applicable language document by clicking the hyperlink corresponding to the respective language provided below.

**The English language version of this Supplier Code of Conduct shall be legally binding in all respects and shall prevail in case of any inconsistencies.**

Current translations include:

[ENGLISH](#)

[CHINESE](#)

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# GARMIN

## 供應商行為準則

本文件包含「Garmin 供應商行為準則，並已翻譯成英文版和繁體中文版。

請點選下方提供之對應於個別語言的超連結，前往適當語言的文件。

**這供應商行為準則的英文版應在各方面具有法律約束力，且在有任何不一致時優先適用。**

目前翻譯提供：

[英文版](#)

[繁體中文版](#)

# Supplier Code of Conduct

Garmin Ltd. and its subsidiaries (collectively, "Garmin") are committed to ensuring high standards of business, social, and environmental responsibility throughout our supply chain. All Suppliers, including their designated manufacturing facilities and their sub-tier suppliers involved in any aspect of the manufacturing process, are to maintain a high level of ethics, environmental responsibility, and labor relations to support our commitment to corporate social responsibility. This document outlines Garmin's expectation of its Suppliers in areas including human rights and the environment; and sets out important business practices. This Supplier Code of Conduct ("Code") outlines the Supplier's obligations in order to do business with Garmin.

For the purposes of this document, "Supplier" means any company, corporation, or other entity that sells, or seeks to sell, goods or services to Garmin. Garmin's Supplier shall abide by this Code and all applicable laws and regulations of the country or countries in which they are doing business, including labor, health and safety, environmental and criminal law. Furthermore, this document references specific international standards and legislations that require Supplier compliance unless local laws and regulations set a higher standard. This Code is modeled, in part, on the Responsible Business Alliance (RBA). Recognized standards such as the Universal Declaration of Human Rights and standards issued by organizations such as the International Labour Organization (ILO) were also used as references in preparing this Code.

Failure to comply with this Code may result in Supplier disqualification from doing business with Garmin. Garmin's direct Supplier is responsible for their sub-tier suppliers further down the supply chain and for ensuring the same standards as set out herein, are applied. Garmin reserves the right to audit all entities in the supply chain for compliance.

A Supplier must, in all areas of its business operations, comply with all applicable laws, regulations, and directives of the countries and regions in which it operates. Additionally, each Supplier must ensure that its employees receive information and training in relation to all relevant legal, regulatory and internal requirements that apply to their jobs.

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## LABOR

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The Supplier should recognize and be committed to uphold the human rights of all employees. The Supplier should go beyond legal compliance, drawing upon internationally recognized standards in order to advance social and environmental responsibility.

### A. Child Labor/Young Workers

The Supplier shall not engage in child labor. No worker shall be employed under the age of fifteen (15) or fourteen (14) where established by national laws in accordance with the International Labour Organization (ILO) developing-country exception; under the age of completion of compulsory education or under the minimum age for employment in the country, whichever is greater. The Supplier shall maintain copies of legal age documentation of each employee. In the absence of local law, the wage rate for student workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.

Workers under the age of 18 (Young Workers) shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Supplier shall ensure proper management of student workers through proper maintenance of records, rigorous due diligence, and protection of students' rights in accordance with applicable law and regulations. Supplier shall provide appropriate support and training to all student workers. If child labor is identified, assistance/remediation is provided.

### B. Forced Labor and Human Trafficking

The Supplier shall not engage in involuntary, forced, prison, indentured or slave labor, human trafficking or the hiring of trafficking and debt bondage victims. All employees shall be guaranteed freedom of movement. Overtime work shall be voluntary. The Supplier shall conduct due diligence to prevent the recruitment/hiring of victims of trafficking, debt bondage or other types of exploitation by third parties of such as labor brokers or contractors.

All work must be voluntary, and workers shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given as per worker's contract. Employers, agents, and sub-agents may not hold or otherwise destroy, conceal, or confiscate identity or immigration documents, such as government-issued identification, passports, or work permits. Employers can only hold documentation if such holdings are required by law. In this case, at no time should workers be denied access to their documents. The Supplier should refer to the International Labour Organization Conventions No. 29 and 105, the Supplementary Convention on the Abolition of Slavery, the Slave Trade and Institutions and Practices, and the Protocol to Prevent, Suppress, and Punish Trafficking in Persons Especially Women and Children, supplementing the United Nations Convention Against Transnational Organized Crime. Prison labor shall mean labor conducted by convicts or labor conducted in lawful confinement.

## **C. Harassment or Abuse**

There is to be no harsh or inhumane treatment including violence, gender-based violence, sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public shaming, or verbal abuse of workers; nor is there to be the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers. Participants should be committed to a workplace free of harassment and unlawful discrimination

## **D. Discrimination**

Discrimination in employment, including recruitment, hiring, training, working conditions, job assignments, pay, benefits, promotions, discipline, termination, or retirement on the basis of gender, race, ethnicity, social origin, religion, age, disability, sexual orientation, national origin, political opinion or any other status protected by country law is prohibited. Hiring, pay, benefits, training, advancement, discipline, termination, retirement, or any other employment-related decision shall be based on relevant and objective criteria. In addition, workers or potential workers should not be subjected to medical tests or physical exams that could be used in a discriminatory way. Workers shall be provided with reasonable accommodation for religious practices.

## **E. Working Hours**

The Supplier shall ensure working hours of employees comply with national laws and are not excessive. Employees shall be allowed at least one (1) day off in every seven (7) day period. The Supplier shall comply with applicable laws, which entitle employees to breaks, vacation time, leave periods, and holidays.

## **F. Wages and Benefits**

Wages are essential for meeting the basic needs of employees. The Supplier shall compensate their employees by providing wages, including overtime pay, and benefits that satisfy all applicable laws and regulations. All use of temporary, dispatch and outsourced labor will be within the limits of the local law. Deductions from wages as a disciplinary measure shall not be permitted. Workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed.

## **G. Freedom of Association**

The Supplier is required to respect the rights of employees to establish and join a legal organization (including trade unions) of their own choosing without being penalized for their non-violent exercise of these rights. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation or harassment.

## **H. Freely Chosen Employment**

Workers shall not be required to pay employers' agents or sub-agents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

As part of the hiring process, all workers must be provided with a written employment agreement in their native language that contains a description of terms and conditions of employment. Foreign migrant workers must receive the employment agreement prior to the worker departing from his or her country of origin and there shall be no substitution or change(s) allowed in the employment agreement upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms.

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## **Garmin Conflict Minerals Statement**

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Conflict minerals include tin, tantalum, tungsten and gold, also known as 3TG. Although Garmin does not directly purchase any raw 3TG minerals from our suppliers, Garmin purchases component parts from its suppliers that could include 3TG derived from mines in the DRC or adjoining countries.

Garmin collaborates with others in industry through its participation in the Responsible Minerals Initiative (RMI) (formerly known as the Conflict Free Sourcing Initiative), an initiative created to develop control systems regarding smelters and refiners through independently validated audits under the RMI's Responsible Minerals Assurance Process (RMAP). Through the RMAP, the RMI identifies smelters and refiners that produce conflict-free materials. The RMI uses specially trained independent third-party auditors to verify that these smelters and refiners can be deemed conflict-free, then publishes online a list of smelters and refiners that meet the standards of the audit. In addition, RMI developed the Conflict

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Minerals Reporting Template (CMRT) to standardize the collection of conflict minerals information from suppliers throughout the industry's supply chains.

Garmin sends the CMRT to our suppliers on an annual basis and asks them to provide information regarding the smelters/refineries in their supply chains. In addition, we incorporate in our standard supplier contracts, our Supplier Code of Conduct and our supplier expectations provisions that require our suppliers to adopt a policy on the responsible sourcing of minerals; implement due diligence processes to support that policy; and complete and return the CMRT to Garmin.

## Our Expectations for Suppliers

Specifically, Garmin expects each of our suppliers to do the following:

- Adopt a policy of responsible sourcing of minerals and pass this requirement through its supply chain;
- Implement due diligence processes and mitigation plans to support that policy;
- Train and instruct applicable employees regarding responsible sourcing policies, due diligence processes and mitigation plans;
- Comply with our Supplier Code of Conduct;
- Source materials from socially responsible suppliers; and
- Complete and return to us the CMRT in a timely manner and provide us all other information we may request regarding the sourcing of minerals in products they supply.

If Garmin becomes aware of a supplier who is not in compliance with the supplier expectations set forth in this policy, then we will follow our escalation process and take the appropriate actions to remedy the situation, including possible discontinuance of the supplier relationship.

Suppliers and other external parties are encouraged to contact their regular sourcing channel or Garmin representative if they wish to seek guidance on the application of this approach or if they wish to report suspected abuse. Suppliers, other external stakeholders and employees may report concerns related to the sourcing of 3TG in Garmin's products to the Garmin conflict minerals team and Chief Compliance Officer by emailing [conflictmineralscompliance@garmin.com](mailto:conflictmineralscompliance@garmin.com) or by mail to Chief Compliance Officer, Garmin Ltd., Mühlenalstrasse 2, CH-8200, Switzerland.

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## HEALTH AND SAFETY

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The Supplier shall ensure they provide a healthy and safe working environment for employees. Conditions in all work facilities must be safe, clean, and in compliance with all applicable laws and regulations, including clearly posting all applicable health and safety related information in a location identifiable and accessible to workers. The Supplier shall have systems to detect, avoid, and respond to potential risks to the health and safety of all associates and workers shall be encouraged to raise any health and safety concerns without retaliation. Workers' exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

Garmin recognizes integrating comprehensive health and safety management practices into all aspects of business is essential and requires the Supplier to commit to creating a healthy work environment and safe working conditions for all of their associates.

At a minimum, the Supplier shall:

- a. Provide a healthy and safe working environment for all workers, including procedures to prevent, record, manage, track and report occupational injury and illness and implement corrective actions to eliminate their causes
- b. Maintain compliance with all applicable health and safety laws and regulations
- c. Provide employees with appropriate personal protective equipment necessary to perform their jobs safely
- d. Train employees to perform their jobs safely and to maintain and use personal protective equipment correctly in a language the workers can understand
- e. Develop and maintain emergency plans and procedures, including:

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- Plans and equipment for evacuation, fire, medical, and other disaster scenarios
  - Employee training and notification, drills, and emergency reporting
  - Recovery plans
- f. Evaluate safety hazards to provide and maintain proper safety protocols including any necessity for physical guards, interlocks and barriers where machinery presents an injury hazard to workers
- g. Provide employees access to potable water and adequate sanitary facilities
- h. Any Supplier-provided dormitories are to be maintained for cleanliness and safety, and provided with appropriate emergency egress, hot water, adequate lighting heat and ventilation, individually secured accommodations, and reasonable personal space along with reasonable entry and exit privileges

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## ENVIRONMENT

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A Supplier should recognize that environmental responsibility is integral to producing high quality products. In manufacturing operations, adverse effects on the environment and natural resources are to be minimized. The Supplier should be committed to a culture of continuously improving their operations, processes, and products in order to conserve resources, prevent pollution, and minimize adverse impacts to people and communities.

At a minimum, the Supplier shall:

- a. Comply with all applicable environmental laws and regulations;
- b. Notify Garmin in writing of any change in manufacturing location or sub-contract third party suppliers;
- c. Maintain and comply with all applicable permits and reporting requirements;
- d. Implement an Environmental Management System (EMS) that includes, but not limited to, the following:
  - Statement of commitment (Environmental Policy, Position or Statement)
  - Identification of person(s) responsible and accountable for implementing programs and systems
  - System by which a Supplier can identify applicable laws and regulations
  - Risk management process
  - Employee training
  - Communications process
  - Processes for completing audits and assessments, and corrective actions
  - Documentation and recordkeeping
- e. Minimize the risks and environmental impacts from storage, use, transportation, and disposal of hazardous substances;
- f. Not use substances in operations, processes, or products banned by international conventions (i.e. Ozone Depleting Chemicals, Perfluorooctane-sulfonates, etc.);
- g. Implement pollution prevention and resource conservation program to reduce environmental impacts;
- h. Provide chemical or other environmental compliance data (upon request) for products and materials supplied to Garmin, including, but not limited to:
  - EU RoHS
  - EU WEEE
  - EU ELV
  - EU REACH
  - Ozone Depleting Chemicals Product & Manufacturing Bans (U.S. Stratospheric Ozone Protection Act/Clean Air Act and EU Directives)
  - California Battery Charger System Rules
  - Japan J-MOSS (JIS-C 0950)
  - IMDS/GADSL
  - Korea RoHS
  - California RoHS
  - California Proposition 65

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- Other product chemical regulatory disclosures
- Full material disclosure
- i. Monitor air emissions in accordance with applicable regulatory requirements to ensure emissions' pollutants are at or below legally required levels
- j. Minimize energy consumption and actively seek opportunities to improve energy efficiency and reduce greenhouse gas emissions
- k. Take steps to implement a water management program, focusing on conservation, reduction and reuse of water
- l. Implement processes to manage, reduce and properly dispose of or recycle waste
- m. Create and maintain documents and records to ensure regulatory and Code of Conduct compliance; and
- n. Maintain documentation to support compliance with all of the above.

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## ETHICS

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Garmin is committed to conducting business in accordance with the highest ethical standards and in compliance with all applicable laws. Suppliers should report any ethical issue (or potential ethical issue) or violation of this Code to Garmin immediately. This includes any potential ethical issue by a Garmin or Supplier employee; concerns about ethical issues in the procurement process; or any other ethical concerns. There will be no negative reflection on any person or company for reporting an ethical concern in good faith.

The Supplier is expected to uphold the highest standards of ethics including:

**a. No Corruption, Extortion, or Embezzlement**

All forms of corruption, extortion, and embezzlement are strictly prohibited resulting in immediate termination and legal actions.

**b. Disclosure of Information**

The Supplier may have access to Garmin's confidential (non-public) information. The Supplier shall hold this confidential information in the strictest confidence and shall not (except as required by law) disclose it to anyone without Garmin's prior approval and then only on a need-to-know basis. Garmin retains exclusive ownership of its confidential information. The Supplier shall not buy or sell Garmin's equity or debt securities based on, or otherwise take advantage of, material, non-public information relating to Garmin or its businesses.

**c. No Improper Advantage**

Bribes or other means of obtaining undue or improper advantages are not to be offered or accepted. The Supplier shall not engage in any activity on behalf of Garmin including, without limitations, projects, transactions, lobbying, charitable or political donations and appearances before Governmental entities, officials, or representatives.

**d. Anti-bribery – Kickbacks, Bribes and Payoffs**

Suppliers shall comply with all anti-bribery laws, regulations and legislation. Suppliers must not offer nor accept anything of value to secure an improper advantage or benefit. The Supplier shall not offer or accept, either directly or indirectly, kickbacks, bribes or payoffs in cash or any other form. It does not matter that a prohibited payment may be demanded by a public official; the prohibited payment still may not be made. The Supplier shall not facilitate payments on our behalf nor engage in any activity on behalf of Garmin including, without limitations, lobbying, charitable or political donations and appearances before Governmental entities, officials, or representatives.

Supplier should maintain standards in compliance with the Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act 2010 ("UK Bribery Act"), and similar anti-bribery laws of other countries (together, "Anti-Bribery Laws").

**e. Fair Business, Advertising and Competition**

Standards of fair business, advertising, and competition are to be upheld. A Supplier shall not engage in bid collusion and/or customer/market allocation with other Garmin Suppliers. The Supplier shall comply with all applicable antitrust, trade regulation, and competition laws.

**f. Whistleblower Protection**

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Vendors will have policies and procedures in place to support employees raising genuine concerns about legal or ethical issues. Whistleblowers will be provided with all requisite support, including anonymity, if requested, and will not be subject to harassment or retribution.

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## SUPPLY CHAIN SECURITY

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Garmin is committed to the security of its cargo importing into countries in which Garmin operates. Garmin maintains membership in Government sponsored voluntary security programs such as the Customs-Trade Partnership Against Terrorism (C-TPAT) and Authorized Economic Operator (AEO). These programs are designed to assist Customs officials in detecting and preventing terrorists and terrorist weapons from entering the country, while facilitating the orderly and efficient flow of legitimate trade.

- a. The international Supplier is expected to maintain a secure facility and cooperate with Garmin by implementing and utilizing proper security procedures when preparing and handling Garmin's merchandise and cargo.
- b. Garmin encourages our business partners to become familiar with the C-TPAT, AEO, or similar programs and their minimum-security criteria and, if eligible, consider becoming a member of C-TPAT, AEO, or similar security program(s), which may be available in your country of operation.

In furtherance of its physical security measures, Supplier must take appropriate measures to safeguard the details of its security programs and to protect sensitive data and information in all forms. Supplier must promptly notify Garmin if Supplier experiences a data breach.

台灣國際航電股份有限公司(“Garmin”)和其子公司致力於高標準的商業、社會、和環境責任，遍及其所有的供應鏈。所有的供應商其指定的生產廠房，和其參與生產過程的次階供應商必須維持高水準的道德、環境責任和勞工關係來支持我們對於社會責任的承諾。這份文件概要說明 Garmin 對於其供應商在人權與環境的期待並實踐在每一個重要的商業行為。供應商行為準則，準則概要說明了與 Garmin 有商業活動的供應商之義務。

就這份文件的目的來說，“供應商”意指所有公司、關係企業、任何販賣實體或試圖販賣產品或服務給 Garmin。Garmin 的供應商需遵守這份準則和所有可適用的於其商業範圍的國家之法律和規章，包括勞工，健康和 safety，環境和犯罪等法律。此外，這份文件參考特定的國際標準和法規，需要供應商的配合遵守，除非當地法律和規章設定了更高的標準。Garmin 的供應商行為準則以責任商業聯盟 (RBA) 為規範，並參與其中。本行為準則亦參考公認的標準如世界人權宣言(Universal Declaration of Human Rights) 及國際勞工組織 (ILO) 發佈的標準等。

無法完成這份準則可能造成供應商與 Garmin 商業活動資格的喪失。Garmin 的直接供應商必須對於其次階供應商和更廣的供應鏈要求確實執行本文件所陳述的所有標準。Garmin 保留稽核所有供應鏈實體是否合乎規範之權利。

供應商必須在所有其商業行為的國家和區域遵守所有適用的法律、規範和指令。除此之外，每個供應商必須確保其員工會接受到在他們工作上的相關法律、管理和內部要求等等的訊息以及訓練。

## 勞工

供應商需注意並支持其所有員工之人權。供應商需超越法律規範，國際公認標準來達到社會和環境的責任。

### 童工/未成年員工

供應商禁止雇用15歲或在有著依照國際勞工組織所豁免的開發中國家的14歲以下之工作者；在完成義務教育或者該國家最低雇用年齡的員工。供應商需保留每位員工的法定年齡文件副本。在當地法律沒有規定的情況下，學生工讀生、實習生和學徒的薪資，應至少與其他從事同等或類似工作的基層員工相同。

18 歲以下 (未成年) 的員工不得從事可能危及其健康或安全的工作，包括夜班和加班。供應商應妥善保存紀錄、進行嚴格的盡責調查，並根據適用的法律和規定保護學生的權利，以確保能適當管理學生工讀生。供應商應為所有學生工讀生提供適當的支援與訓練。只要有僱用童工的情形，供應商則須提供協助或輔導。

### 強迫勞動及人口販賣

供應商不得從事非自願，強迫，監獄，契約勞動或奴役，人口販運或僱用人口販運和債務奴役的受害者。所有員工的行動自由應被保障。加班工作必須是出於員工自願的。供應商應盡調查責任，以防止出現因為第三方 (如勞務經紀人或承包商) 招募/僱用人口販運，債務奴役或其他剝削形式的受害者。

所有工作皆須為自願性質，如根據員工合約提出合理通知，員工可隨時離開工作崗位或終止聘僱關係，無須支付違約金。雇主、代理人 and 子代理人不得扣留或銷毀、藏匿或沒收身分證明文件或移民文件，例如政府核發的身分證件、護照或工作許可證。雇主只能在法律要求下扣留這類文件。在此種情況下，絕對不能拒絕員工調閱其文件。

### 騷擾或虐待

不得以苛刻或不人道的方式對待員工，包括暴力、性別暴力、性騷擾、性暴力、體罰、精神上或身體上的脅迫、霸凌、當眾羞辱或言語暴力，亦不得威脅要以上述行為對待員工。為遵守上述規定，供應商應明訂紀律政策和程序，並向員工宣達相關規定。所有參與者均應致力打造沒有騷擾及非法歧視的工作空間。

### 歧視

雇員不可在招募，雇用，交易，工作狀態，業務，薪資，福利，晉升，原則，終止雇用，或退休受到性別，人種，種族，社會族群，宗教，年紀，殘廢，性向，國家，政治或任何狀態的歧視。雇用，薪資，福利，訓練，升遷，原則，解雇，退休或其他員工相關等決定需依照相關且客觀性的規範。此外，不得要求員工或潛在員工參與可能有歧視疑慮的醫學檢驗或體檢。

應為員工提供合理的宗教活動配套措施。

## 工時

供應商需確保雇員的工作時間須符合且不超過國家法律。雇員需被允許至少每七天休一天。供應商需符合相對應整體員工須休息，休假，特休，和國定假期等的法律。

## 薪資及津貼

薪資必須符合員工們的最低需求。供應商需藉由符合相關法規的薪水，包含加班費和福利來補償其員工。使用臨時、派遣及外包人力時，須遵守當地法律。不得以扣除薪資做為紀律懲戒措施。應提供員工即時易懂的薪資明細表，其中須包含充分的資訊，以便員工確認所從事工作的薪酬是否正確。

## 結社之自由

供應商需尊重雇員的權力來建立和參加一個法定的集團(包括交易公會)且可按照其意願，不會受到他們非暴力的權力而受到懲罰。員工及/或其代表應能夠與管理階層公開溝通並分享有關工作條件和管理實務的想法和疑慮，而不必擔心遭到歧視、報復、恐嚇或騷擾。

## 自由選擇職業

不得要求員工向雇主的代理人或子代理人支付聘僱費用或其他相關費用。如有員工已支付這類費用，則應將該筆金額退還給員工。

在聘僱流程中，必須提供員工以其母語書寫而成的聘僱合約，其中包含聘僱條款及細則的說明。自外國移民的員工必須先取得聘僱合約，方可從其母國出發，且在抵達雇用公司所在國家後，雇主不得替換或變更聘僱合約，除非雇主基於當地法律規定而變更合約，並提供同等或更好的工作條件。

## Garmin 衝突礦產聲明

衝突礦產包括錫石 (tin)、鈮鉭鐵礦 (tantalum)、黑鎢 (tungsten)、黃金 (gold)，合稱 3TG。Garmin 雖然沒有直接向供應商購買 3TG 礦產原料，但自供應商買進的零件可能含有來自於剛果民主共和國與其鄰近國家的 3TG 礦產。

Garmin 參與「責任礦產倡議組織」(RMI) (前稱為「無衝突採購倡議組織」)，與其他業界機構合作。該組織的宗旨是根據 RMI「責任礦產確保計畫」(RMAP)，透過獨立驗證的稽核作業制定冶煉和精煉的控管系統。RMI 會透過 RMAP 認證生產無衝突礦產的冶煉和精煉業者。RMI 透過經特殊訓練的獨立第三方稽核單位來驗證這些冶煉和精煉業者是否符合「無衝突」的資格，然後在網路上發布符合稽核標準的冶煉和精煉業者清單。此外，RMI 也制定了「衝突礦物調查表」(CMRT)，將供應商從產業供應鏈收集的衝突礦物資訊標準化。

## 對供應商的期望

具體來說，Garmin 在此要求供應商配合以下事項：

- 採取負責任的礦產採購政策，並透過供應鏈傳遞這個要求；
- 實施盡職調查流程和緩解計劃來支持這個政策；
- 針對責任採購政策、盡責調查流程和降低風險計畫，向相關員工提供培訓與指導；
- 遵守我們的”供應商行為準則”。
- 採購來自具備社會責任供應商的原材料；並且
- 及時完成並向我們反饋 CMRT，提供我們可能要求的，關於他們提供的產品中礦物採購來源的所有資訊。

如果 Garmin 意識到一個供應商不符合基於我們對供應商期望的此政策規定，那麼我們將依照我們的事態升級程序，採取適當的措施來改進這種狀況，包括可能中止與供應商的關係。

如果供應商希望尋求指導或是希望舉報可疑的濫用狀況，我們鼓勵供應商和其他外部的合作夥伴藉由聯繫他們平常的採購管道或是 GARMIN 的代表來達到目的。

所有供應商、其他外部利害關係人和員工若欲向 Garmin 衝突礦產團隊和首席執法官匯報與 Garmin 產品中的 3TG 採購有關的問題，可透過發送電子郵件到 [conflictmineralscompliance@garmin.com](mailto:conflictmineralscompliance@garmin.com) 或是郵寄給首席執法官 (Garmin Ltd., Mühlentalstrasse 2, CH-8200, Switzerland)

## 健康與安全

供應商需確保提供一個健康和安全的環境給其員工。所有工作場所的環境都必須安全、乾淨，並且符合所有適用法規和規範，包括在員工可清楚看見且容易經過的地點清楚發布所有適用的健康及安全相關資訊。供應商應有一套系統來偵測、防範和因應對所有同仁的健康和安全造成影響的潛在風險，且應鼓勵員工提出與健康和安全管理問題相關的疑慮，而不必擔心遭到報復。應確認、評估員工在從事體力消耗龐大的工作時，是否暴露在危機中，並制定相關管控措施。這類工作包括人工搬運物料與抬運重物或重複搬運、長時間站立以及重複性高或費力的組裝工作。

Garmin 瞭解從所有生意往來的角度整合健全的健康和安全管理活動是有必要的，因此要求供應商致力為旗下所有同仁建立健康的工作環境與安全的工作條件。

供應商最少須：

- a. 為所有員工提供健康且安全的工作環境，包括預防、記錄、管理、追蹤及回報職業傷害和疾病的流程機制，並實施修正措施以消除其成因
- b. 遵循所有適用的健康與安全法律及法規
- c. 為員工提供必要的適當個人防護裝備，以便安全進行工作
- d. 以淺顯易懂的方式，訓練員工如何安全地從事工作，並正確使用及保養個人防護裝備
- e. 制定並遵守緊急計畫和程序，包括：
  - 疏散、火災、醫療與其他災害狀況的應變計畫和設備
  - 員工訓練和通知、演習訓練和緊急通報
  - 復原計畫
- f. 評估安全風險，以提供並維持適當的安全機制，包括任何必要的實體防護裝置、聯鎖及保護設施，藉此防範機具傷害員工的風險
- g. 為員工提供飲用水和足夠的衛生設施
- h. 供應商提供的任何宿舍都應確實維護，確保整潔及安全，並具備適當的緊急出口、熱水、充足的照明熱源與通風設備、個別的安全住宿環境，以及合理的個人空間與進出權限

## 環境

供應商應該要了解“環境責任”是生產高品質產品重要的一環。在生產過程中，環境和自然資源的負面影響應該被減到最低。供應商應該要能夠持續改善操作面，製程及產品，進而達到節省資源及避免汙染的目的，將對人類和社會的衝擊降至最低。供應商基本要求：

- a. 遵守所有適用環境面的法令及法規
- b. 若更換產地或供應商必須以書面通知 Garmin
- c. 維護並遵守所有承諾及報告需求
- d. 執行環境管理系統(EMS)，包括以下所述(但不侷限於以下項目):
  - 擔保條款 (環境政策, 目標, 承諾)
  - 在執行系統相關工作時，各人員的責任和義務
  - 系統需依據適當的法規法令所制定
  - 風險管理程序
  - 人員教育訓練
  - 溝通及意見交流的管道
  - 執行稽核，評估，矯正措施的程序

- 文件化並保留相關紀錄
- e. 將來自於“儲存, 適用, 運輸, 及有害物質處置”等對環境所造成的衝擊和風險降至最低
- f. 不可在生產製造過程或產品上使用任何禁用物質(例如 ODC, PFOS 等)
- g. 執行汙染防治及節省資源, 降低對環境所造成的衝擊
- h. 根據要求, 向 Garmin 提供產品和材料的化學或其他環境合規數據, 包括, 但不侷限於:
  - EU RoHS
  - EU WEEE
  - EU ELV
  - EU REACH
  - Ozone Depleting Chemicals Product & Manufacturing Bans (U.S. Stratospheric Ozone Protection Act/Clean Air Act and EU Directives)
  - California Battery Charger System Rules
  - Japan J-MOSS (JIS-C 0950)
  - IMDS/GADSL
  - Korea RoHS
  - California RoHS
  - California Proposition 65
  - Other product chemical regulatory
  - Full material disclosure
- i. 根據適用的法規要求監控廢棄排放狀況, 確保排放的汙染物達到或低於法定標準
- j. 將能源消耗降到最低, 並積極尋求改善能源效率的方式, 進而減少溫室氣體排放
- k. 採取實際行動, 實用水管理計畫, 著重於水資源的節約、減量和再利用
- l. 實施管理、減量及妥善處理或回收廢棄物的流程

## 道德與誠信

Garmin 致力於按照最高的道德標準, 並遵守所有適用的法律開展業務。有任何道德(或潛在的道德問題), 或者違反 Garmin 行為準則的行為, 供應商應馬上向 Garmin 回報。這包括 Garmin 或供應商僱員的任何潛在的道德問題; 擔心採購過程中的道德問題; 或任何其他道德問題。任何個人或公司誠實的報告道德的擔憂不會對其產生負面的影響。

期待供應商秉持最高的道德標準, 包括:

- a. 無賄賂、勒索或侵吞

嚴禁各種形式的貪污, 敲詐勒索和挪用公款導致立即終止業務並採取法律行動。

- b. 資訊之公開

供應商或許有機會獲取 Garmin 的機密(非公開)的資訊。供應商須將該持有機密訊息嚴格保密, 在沒有得到 Garmin 事先批准的狀況下不得將其透露, 除非基於在必要時候的法律需求。Garmin 保留其機密資訊的唯一所有權。供應商不得以獲取公司資料或利用其非公開資訊的優勢, 購買或出售 Garmin 的股本或債務證券。

- c. 不當之利益

賄賂或者不當獲取或不正當利益等手段都不能提供或接受。供應商不得以代表 Garmin 的身份參加任何活動, 包括但不限於企劃、交易、遊說、慈善或政治捐款和出席在政府機構的官員或代表面前。

- d. 商業誠信

供應商應遵守所有反賄賂的條文、法規和法律。供應商不得提供或接受任何有價值的物品，以取得不當利益或好處。供應商不得提供或接受回扣、賄賂或以現金或其他任何形式的回報，無論是直接或間接。不管是被公開或正式的要求，仍然禁止進行此不當支付。供應商不得以代表 **Garmin** 的身份幫助付款或參加任何活動，包括但不限於企劃、交易、遊說、慈善或政治捐款和出席在政府機構的官員或代表面前。

供應商應遵守反海外腐敗法（“FCPA”），英國 2010 年的反賄賂法案（“英國反賄賂法”）和其他國家的類似反賄賂法（統稱“反賄賂法”）。

e. 公平的商務及競爭

支持公平交易，廣告和競爭的標準。供應商不得和其他 **Garmin** 的供應商從事串謀投標或配置客戶或市場分佈。供應商應遵守所有適用的反壟斷、貿易規則和競爭法。

f. 檢舉人保護

廠商會制定政策和流程，讓員工勇於對法律或道德問題提出真誠的疑慮。檢舉人應獲得所有必要的支援措施，包括匿名（如有要求），且不應受到騷擾或報復。

## 供應鏈安全

**Garmin** 已被核准為安全優質企業貨物在國際間移動之業者，**Garmin** 在政府發起的計畫，如海關與貿易夥伴反恐聯盟 (Customs-Trade Partnership Against Terrorism, C-TPAT) 和安全優質企業認證 (Authorized Economic Operator, AEO) 持續保持會員的身份，這些計畫旨在協助海關檢測和防止恐怖份子和恐怖武器進入美國，同時促進合法交易有序且有效率的進行。

- a. 我們期望國際性的供應商維持一個安全的場所，當準備和處理 **Garmin** 的商品和貨物時，藉由執行和利用適當得安全程序與 **Garmin** 合作，。
- b. **Garmin** 鼓勵我們的商業夥伴去熟悉 C-TPAT, AEO 或類似的計劃與他們的最低安全標準，如果符合資格，可以考慮成為在供應商執業國家的 C-TPAT、AEO 或類似計畫的會員。

為了促進其實體安全措施，供應商必須採取適當作法來保護其安全計劃的細節，並保護各種形式的敏感數據和資訊。如果供應商遭遇到數據洩露，則必須及時通知 **Garmin**。